

**SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF NEW YORK**

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R.S.,

Plaintiff,

VERIFIED COMPLAINT

- against -

Index No:

THE ROCKEFELLER UNIVERSITY HOSPITAL,

Defendant.

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Plaintiff, by and through his attorneys, THE COSTO LAW FIRM, as and for his Verified Complaint in this matter against the Defendant THE ROCKEFELLER UNIVERSITY HOSPITAL sets forth and alleges, as follows:

NATURE OF ACTION

1. This case is brought pursuant to New York's Child Victims Act ("CVA"), (CPLR §214-g).

JURISDICTION AND VENUE

2. The Court has personal jurisdiction over Defendant pursuant to CPLR §301 and §302 in the Defendant is located in New York County.
3. This Court also has jurisdiction over this action because the amount of damages Plaintiff seeks exceeds the jurisdictional limits of all lower courts that would otherwise have jurisdiction.
4. Venue for this action is proper in the County of New York pursuant to CPLR §503 in that Defendant resides in this County.

THE PARTIES

5. Plaintiff was and has been at all relevant times, a resident of the City of New York, State of New York.

6. Plaintiff currently resides in Manhattan, New York City, New York.

7. Defendant THE ROCKEFELLER UNIVERSITY HOSPITAL (hereafter “ROCKEFELLER UNIVERSITY HOSPITAL”) was and is a preeminent research facility, with an international reputation since its opening in or about 1910, and is located in New York, New York.

8. ROCKEFELLER UNIVERSITY HOSPITAL is located at 1230 York Avenue, New York, New York 10065.

9. REGINALD ARCHIBALD, MD (hereinafter “DR. ARCHIBALD”) was at all relevant times a pediatric endocrinologist who worked at ROCKEFELLER UNIVERSITY HOSPITAL starting in or about 1941 and held medical staff privileges at ROCKEFELLER UNIVERSITY HOSPITAL until at least 1982.

10. More specifically, during the period of the 1940s through the 1980s, DR. ARCHIBALD was employed by Defendant ROCKEFELLER UNIVERSITY HOSPITAL as a pediatric endocrinologist. Upon information and belief, DR. ARCHIBALD was an assistant resident from 1941 through 1946. In 1948, DR. ARCHIBALD returned to Defendant ROCKEFELLER UNIVERSITY HOSPITAL’s employ as a senior physician and a University professor, where he remained until 1980 as a hospital-based physician. DR. ARCHIBALD continued to hold medical staff privileges at the ROCKEFELLER UNIVERSITY HOSPITAL until at least 1982, and he served as a senior physician emeritus until at least 1987.

FACTUAL ALLEGATIONS

11. At all relevant times, DR. ARCHIBALD worked for, and was employed by, and acted as an agent, employee and servant of ROCKEFELLER UNIVERSITY HOSPITAL under ROCKEFELLER’s direct supervision, management, agency and control.

12. In Defendant ROCKEFELLER UNIVERSITY HOSPITAL’s words, “[] ARCHIBALD

studied childhood growth and maturation, focusing on children of short stature.”¹

13. DR. ARCHIBALD was purportedly a preeminent pediatric endocrinologist, widely considered as one of the best specialists in the northeast, if not the entire United States, for pediatric endocrinology.

14. Defendant ROCKEFELLER UNIVERSITY HOSPITAL represented to the community and to patients that DR. ARCHIBALD was safe, trustworthy, and of high moral and ethical repute. Implicitly and explicitly, defendant ROCKEFELLER UNIVERSITY HOSPITAL represented that DR. ARCHIBALD was not a sexual threat to his patients.

15. DR. ARCHIBALD’s patients had no reason to suspect that DR. ARCHIBALD was anything other than a competent and ethical physician under the employ of Defendant ROCKEFELLER UNIVERSITY HOSPITAL.

16. Upon information and belief, DR. ARCHIBALD treated almost 10,000 patients during his career with ROCKEFELLER UNIVERSITY HOSPITAL.

17. DR. ARCHIBALD treated children, including PLAINTIFF, who were undersized and had trouble growing. The children, including PLAINTIFF, were especially vulnerable. These children were too young to know the difference between a legitimate medical practice and molestation.

18. Upon information and belief, DR. ARCHIBALD sexually abused and sexually assaulted his patients, including PLAINTIFF, while employed at ROCKEFELLER UNIVERSITY HOSPITAL and did so on Defendant’s premises.

19. DR. ARCHIBALD’s victims were children, incapable of consenting to sexual contact.

20. DR. ARCHIBALD’s victims, including PLAINTIFF, also were incapable of terminating the

¹ Statement regarding DR. ARCHIBALD from Rockefeller University Hospital (October 5, 2018), available at: <https://www.rucares.org/assets/file/October%205%202018%20Statement%20regarding%20Dr.%20Reginald%20Archibald.pdf>

doctor-patient relationship, which they had with Defendant(s).

21. On or about January 29, 1976, PLAINTIFF began treating with DR. ARCHIBALD and ROCKEFELLER UNIVERSITY HOSPITAL.

22. Plaintiff was a patient of DR. ARCHIBALD and ROCKEFELLER UNIVERSITY HOSPITAL from January 29, 1976 through on or about March 13, 1980.

23. During each and every examination DR. ARCHIBALD sexually assaulted and sexually abused Plaintiff under the guise of providing medical treatment.

24. DR. ARCHIBALD required PLAINTIFF to remove all his clothing during the appointments with DR. ARCHIBALD.

25. DR. ARCHIBALD measured PLAINTIFF'S penis, both flaccid and erect.

26. DR. ARCHIBALD manually stimulated and masturbated PLAINTIFF's penis during the examinations.

27. DR. ARCHIBALD also explicitly told PLAINTIFF to masturbate, sometimes to ejaculation during and as part of the medical examinations.

28. DR. ARCHIBALD kept samples of PLAINTIFF's semen after PLAINTIFF ejaculated.

29. DR. ARCHIBALD took nude and sexually explicit photographs of PLAINTIFF and PLAINTIFF'S genitals.

30. Upon information and belief, Defendant ROCKEFELLER UNIVERSITY HOSPITAL maintains possession of said photographs. Although duly demanded by PLAINTIFF and PLAINTIFF'S counsel, Defendant ROCKEFELLER UNIVERSITY HOSPITAL has refused to provide PLAINTIFF was the sexually explicit photographs taken of PLAINTIFF by DR.

ARCHIBALD².

31. DR. ARCHIBALD also either took or directed that radiographic records be taken of PLAINTIFF during PLAINTIFF'S examinations over the course of four years.

32. PLAINTIFF through counsel has demanded copies of all radiographic records taken during the time in which PLAINTIFF treated with DR. ARCHIBALD and ROCKEFELLER UNIVERSITY HOSPITAL, but Defendant ROCKEFELLER UNIVERSITY HOSPITAL has refused to turn over Plaintiff's radiographic records.

33. Upon information and belief, at least two articles published by DR. ARCHIBALD contain pictures of naked boys.

34. Upon information and belief, DR. ARCHIBALD took the naked photographs of PLAINTIFF and other children with the knowledge and consent of Defendant.

35. The abuse suffered by PLAINTIFF took place in DR. ARCHIBALD's office and in the examination rooms of ROCKEFELLER UNIVERSITY HOSPITAL.

36. DR. ARCHIBALD used Defendant's equipment while abusing PLAINTIFF.

37. Upon information and belief, other ROCKEFELLER UNIVERSITY HOSPITAL staff members were aware of DR. ARCHIBALD's sexual abuse at the time that DR. ARCHIBALD was abusing the children, including PLAINTIFF.

38. DR. ARCHIBALD carried out all of these acts under the guise of "providing medical" care at ROCKEFELLER UNIVERSITY HOSPITAL.

39. DR. ARCHIBALD carried out these acts without fully explaining the "treatment" or obtaining informed consent from his patients, including PLAINTIFF's parents.

² Defendant ROCKEFELLER has acknowledged that "[f]astidiously maintaining" the "vital data" of its patients "is the responsibility" of Rockefeller. In this regard, Defendant has boasted that it "has every medical record on every patient ever seen at the hospital, saved on microfiche, microfilm, or in original hard copy."

40. Defendant ROCKEFELLER UNIVERSITY HOSPITAL had the authority and ability to prevent DR. ARCHIBALD from sexually abusing PLAINTIFF and other pediatric patients, and from taking nude and pornographic photographs, throughout DR. ARCHIBALD's career at ROCKEFELLER UNIVERSITY HOSPITAL.

41. Defendants failed to do so, and affirmatively ignored DR. ARCHIBALD's abusive and outrageous behavior, allowing the abuse to occur and to continue unabated.

42. Upon information and belief, Defendant ROCKEFELLER UNIVERSITY HOSPITAL never suspended, warned, terminated, or otherwise disciplined DR. ARCHIBALD for this heinous conduct.

43. Reasonably supervising DR. ARCHIBALD and investigating him regarding his abusive conduct and the nude photographs that he took would have prevented further abuse.

44. Upon information and belief, this failure was a part of a conspiratorial plan and arrangement by ROCKEFELLER UNIVERSITY HOSPITAL and DR. ARCHIBALD to conceal DR. ARCHIBALD's wrongfully acts, to avoid and inhibit detection, to block public disclosure, to avoid scandal and negative publicity, to avoid disclosure of ROCKEFELLER UNIVERSITY HOSPITAL's tolerance of child sexual assault, child sexual abuse and molestation, to preserve a false sense of propriety, and to avoid investigation and action by public authority including law enforcement.

45. Upon information and belief, Defendant ROCKEFELLER UNIVERSITY HOSPITAL was motivated by a desire to protect its own reputation and monetary support, while fostering an environment where such sexual abuse could continue to and did so occur.

46. On or about October 5, 2018, Defendant ROCKEFELLER UNIVERSITY HOSPITAL issued a statement indicating that it had received a report from a former patient of DR.

ARCHIBALD's that "related to the propriety of [] ARCHIBALD's conduct during physical examinations."

47. ROCKEFELLER UNIVERSITY HOSPITAL retained the law firm of Debevoise & Plimpton LLP ("Debevoise") to investigate the allegations.

48. This initial investigation occurred in or about 2004. Debevoise was, at all times during the 2004 investigation, an agent of Defendant ROCKEFELLER UNIVERSITY HOSPITAL. Debevoise acted for ROCKEFELLER UNIVERSITY HOSPITAL's benefit and was subject to ROCKEFELLER UNIVERSITY HOSPITAL's control.

49. Upon information and belief, Debevoise's investigation turned up two prior reports made during the 1990s. ROCKEFELLER UNIVERSITY HOSPITAL does not claim to have taken any action based on those prior reports.

50. Upon information and belief, the "faculty, administrators, and staff" Debevoise interviewed were former colleagues of DR. ARCHIBALD who had knowledge of DR. ARCHIBALD's inappropriate conduct at or around the times said conduct was occurring.

51. In its October 5, 2018 Statement, ROCKEFELLER UNIVERSITY HOSPITAL also indicated that it had added a "policy relating to the further protection of pediatric patients" to "the Hospital's then-existing safeguards and processes designed to protect patients".

52. However, ROCKEFELLER UNIVERSITY HOSPITAL did not explain what the newly added 2004 policy was, or what the previously existing "safeguards and processes designed to protect patients" were.

53. After Debevoise's 2004 investigation, ROCKEFELLER UNIVERSITY HOSPITAL believed that allegations of ARCHIBALD's inappropriate conduct were credible.

54. Upon information and belief, Defendant investigated and found credible evidence of sexual

abuse and assault committed by ARCHIBALD at the latest in 2004, when ARCHIBALD was still alive.

55. Defendant at that time had reason to believe that DR. ARCHIBALD's conduct was widespread and consistent across his victims/patients.

56. In 2004, Defendants did not notify potential victims to that they could offer additional corroborating information to the New York District Attorney and/or the United States Attorneys' Office for the Southern District of New York and testify against DR. ARCHIBALD as part of a criminal investigation.

57. If Defendant had notified the United States Attorneys' Office for the Southern District of New York, and had the office prosecuted DR. ARCHIBALD for child pornography, who at that time was still alive, then DR. ARCHIBALD's victims could have sought restitution as part of the prosecution. See, 18 U.S.C. §2259.

58. Upon information and belief, another former patient of DR. ARCHIBALD's came forward and made a complaint in 2018. This report contained information similar to that made in 2004. Defendants then re-engaged the Debevoise law firm to investigate. Thereafter, several former patients came forward, as part of the Debevoise investigation.

59. In an effort to mitigate liability, Defendant and its agent attorneys mailed correspondence to Plaintiff herein. The letter sent from the law firm included contact information, but the letter was vague as to the purpose of the correspondence.

60. Additionally, the letter made no indication or promise to preserve the confidentiality of any of the information that PLAINTIFF could provide, and the letter did not indicate that the information could be used against Defendants at future litigation.

61. The letter re-opened Plaintiff's wounds and re-traumatized him, causing severe intentional

and negligent emotional distress and invasion of his privacy. Defendants knowingly violated Plaintiff's HIPPA rights for their own potential gain.

62. Communications with possible victims of sexual abuse in other high-profile investigations have taken great efforts to preserve witness and victim confidentiality. Similarly, other investigations have carefully identified investigators as attorneys when they are attorneys.³ The purpose of such disclosures is to prevent re-traumatization of victims. Other communications regarding mass sexual abuse have permitted victims to come forward on their own, following public, not targeted mailings.

63. PLAINTIFF, when first having received the letter, thought that Debevoise intended on assisting him. PLAINTIFF believed that if he communicated with Debevoise's firm, an attorney-client relationship would exist.

64. Upon information and belief, Defendant was aware at the time of the mailing, that PLAINTIFF's claims against the hospital would be barred due to then existing Statute of Limitations.

65. Upon information and belief, Defendant was also aware that the New York State legislation would likely pass a version of the Child Victims Act, which would allow PLAINTIFF and other abuse victims of DR. ARCHIBALD to sue.

66. Upon information and belief, Defendants were attempting to gather information relating to PLAINTIFF prior to when PLAINTIFF could file a lawsuit against Defendant.

67. Upon information and belief, Defendant also reasonably believed that PLAINTIFF was surviving victim of the child abuse which took place within Defendant's hospital.

68. Upon information and belief, Defendant knew that it would be substantially likely that its

³ See, The Ohio State University, Office of Compliance and Integrity, Strauss Investigation,

Letter would cause a significant number of ARCHIBALD's former patients, including PLAINTIFF, to suffer immediate, long-lasting, and severe emotional distress.

69. Notwithstanding Defendant's awareness that it would likely cause PLAINTIFF and other victims of DR. ARCHIBALD to suffer severe emotional distress by sending the Letter, Defendants sent the Letter anyway.

70. ROCKEFELLER UNIVERSITY HOSPITAL's Letter did not comply with national best practices for investigating pervasive sexual abuse, especially pervasive childhood sexual abuse.

71. Upon receipt of the Letter, PLAINTIFF was reminded of the abuse that he suffered, and PLAINTIFF was re-traumatized by ROCKEFELLER UNIVERSITY HOSPITAL's Letter.

72. Also, upon reading the Letter, PLAINTIFF learned that other patients of DR. ARCHIBALD and ROCKEFELLER UNIVERSITY HOSPITAL may have been sexually abused and assaulted, too.

73. Upon information and belief, Defendant(s) did not "obtain authorization for any use or disclosure of protected health information for marketing" and the Letter was not "a face-to-face communication or a promotional gift of nominal value." See 45 C.F.R. §164.508(3)(i).

74. Defendants' letter was not sent pursuant to any current medical evaluation, diagnosis or treatment sought by PLAINTIFF or any other recipient.

75. "Marketing" under the HIPPA Privacy Rule is defined as the making of "a communication about a product or service that encourages recipients of the communication to purchase or use the product of service. 45 C.F.R. §164.501.

76. The Letter was a communication about Debevoise's service. The service Debevoise provided was an investigation on behalf of Defendants. The Letter encouraged its recipients to use

<https://compliance.osu.edu/strauss-investigation.html>.

the firm's services.

77. As a result of the actions of DR. ARCHIBALD and those of Defendant and its agents (attorneys), Plaintiff has been rendered sick, sore, lame and disabled and caused substantial and unnecessary pain, suffering and mental anguish.

78. Plaintiff while under the care and supervision of defendant, ROCKEFELLER UNIVERSITY HOSPITAL and the care of DR. ARCHIBALD, at the aforementioned location, was caused, due to said defendant(s)' recklessness, carelessness and/or negligence, to suffer permanent physical and emotional injuries.

79. PLAINTIFF's injuries include, but are not limited to shock, humiliation, emotional distress and related physical manifestations thereof, embarrassment, loss of self-esteem, disgrace, loss of enjoyment of life, and negative impact on PLAINTIFF's life.

80. PLAINTIFF was terrified, humiliated, and confused.

81. PLAINTIFF trusted in DR. ARCHIBALD, as DR. ARCHIBALD told PLAINTIFF that he wanted to help him.

82. DR. ARCHIBALD sexually abuse and sexually assaulted PLAINTIFF.

83. DR. ARCHIBALD's abuse of PLAINTIFF robbed PLAINTIFF of his childhood innocence.

84. Following the sexual abuse and sexual assault, PLAINTIFF had trouble sleeping, experienced loss of appetite, loss of concentration, and was in constant fear of returning to DR. ARCHIBALD.

85. PLAINTIFF wanted to tell his parents what had happened during the examinations, but PLAINTIFF was embarrassed and he thought that this was the proper course of treatment.

86. As a further result of the sexual abuse suffered, PLAINTIFF had difficulty dating and forming relationships, especially intimate relationships.

87. All of PLAINTIFF's feelings and injuries remained to this day. PLAINTIFF never forgot about the sexual abuse and sexual assault. PLAINTIFF is now constantly reminded of the sexual abuse and assault, especially whenever he sees or hears the ROCKEFELLER UNIVERSITY HOSPITAL name.

88. As a direct result of the sexual abuse, PLAINTIFF has struggled throughout his life with anxiety, depression and at times, self-medicating behavior.

89. All of these symptoms are consistent with post-traumatic stress disorder.

90. PLAINTIFF also is worried about the nude photographs that DR. ARCHIBALD took of him. PLAINTIFF does not know their current whereabouts. PLAINTIFF is in fear that the photographs will turn up on the internet.

91. Upon information and belief, despite requests to ROCKEFELLER UNIVERSITY made to its attorneys, for the return of photographs, the concerns and allegations have gone unaddressed in violation of reporting policies and procedures and in a manner that is reckless, deliberately indifferent and grossly negligent.

92. PLAINTIFF has been unable to sleep at night since having received the Letter from ROCKEFELLER UNIVERSITY HOSPITAL.

93. PLAINTIFF has relived the sexual abuse and sexual assault suffered countless times, especially since receiving the Letter from ROCKEFELLER UNIVERSITY HOSPITAL.

94. PLAINTIFF told his wife. She was horrified.

95. PLAINTIFF told his parents. PLAINTIFF's parents were horrified.

AS AND FOR A FIRST CAUSE OF ACTION
(Negligent Hiring/Retention/Supervision/Direction)

96. Plaintiff repeats, reiterates and realleges each and every allegation contained in paragraphs

“1” through “95” inclusive, with the same force and effect as though more fully set forth herein at length.

97. Sexual abuse of children by physicians, including endocrinologists, is foreseeable.

98. Defendant, by establishing, staffing, and/or operating Rockefeller University Hospital, accepting Plaintiff as a patient, and holding Rockefeller University Hospital out to be a safe environment for medical care, Defendant entered into an express and/or implied duty to provide a reasonably safe environment for Plaintiff and assumed the duty to protect and care for him.

99. Defendant negligently hired, retained, directed and supervised DR. ARCHIBALD when they knew or should have known he posed a threat of sexual abuse to children.

100. Defendant knew or should have known of DR. ARCHIBALD’s propensity for the conduct that caused Plaintiff’s injuries prior to the injuries’ occurring.

101. DR. ARCHIBALD sexually assaulted, sexually abused and/or had sexual contact with Plaintiff on Defendants’ premises, including examination rooms at ROCKEFELLER UNIVERSITY HOSPITAL.

102. Upon information and belief, Defendants were put on notice of DR. ARCHIBALD’s improper and inappropriate actions.

103. Upon information and belief, Defendants had constructive notice of DR. ARCHIBALD’s improper and inappropriate actions.

104. Defendant owed a duty of care to all persons, including Plaintiff, who were likely to come within the influence of DR. ARCHIBALD, in his role as a physician caring for young children, to insure that DR. ARCHIBALD did not abuse his authority as a physician, trustee, employee, agent, servant and/or counselor to injure minors by sexual assault, battery and/or abuse.

105. At all times material hereto, Defendant’s actions were willful, wanton, malicious, reckless

and/or outrageous in their disregard for the rights and safety of Plaintiff.

106. As a direct and proximate result, Plaintiff has suffered and will continue to suffer the injuries described herein.

107. By reason of the foregoing, Defendant is liable to Plaintiff, jointly, severally and/or in the alternative, for compensatory damages, and for punitive damages, together with interest and costs.

108. As a result of the foregoing, Plaintiff has been damaged in a sum that exceeds the jurisdictional limits of all lower courts that would otherwise have jurisdiction.

AS AND FOR A SECOND CAUSE OF ACTION
(Negligence/Gross Negligence)

109. Plaintiff repeats, reiterates and realleges each and every allegation contained in paragraphs “1” through “108” inclusive, with the same force and effect as though more fully set forth herein at length.

110. Defendant knew, or were negligent in not knowing, that DR. ARCHIBALD posed a threat of sexual abuse to children.

111. The acts of DR. ARCHIBALD described hereinabove were undertaken, and/or enabled by, and/or during the course, and/or within the scope of his employment, appointment, and/or agency with the Defendant.

112. Defendant owed to Plaintiff, at all relevant times as a minor, a duty to protect him from DR. ARCHIBALD’s sexual deviancy, both prior to and/or subsequent to DR. ARCHIBALD’s misconduct.

113. Defendant’s willful, wanton, grossly negligent and/or negligent act(s) of commission and/or omission, resulted directly and/or proximately in the damage set forth herein at length.

114. Defendant:

- a. gave improper and/or ambiguous orders or failed to make proper regulations, and/or employed improper persons or instrumentalities in work involving risk of harm to others;
- b. failed to adequately supervise the activities of DR. ARCHIBALD;
- c. permitted and/or intentionally failed and/or neglected to prevent, negligent and/or grossly negligent conduct and/or allowed other tortious conduct by persons, whether or not their servants and/or agents and/or employees, upon premises or with instrumentalities under their control; and
- d. allowed the acts of omission and/or commission and/or any or all of the allegations set forth in this Complaint, to occur.

115. At all relevant material hereto, with regard to the allegations contained herein, DR. ARCHIBALD was under the direct supervision, employ and/or control of Defendant.

116. At all times material hereto, Defendant's actions were willful, wanton, malicious, reckless, and outrageous in their disregard for the rights and safety of Plaintiff, which amounted to conduct equivalent to criminality.

117. As a direct result and/or indirect result of said conduct, Plaintiff has suffered the injuries and damages described herein.

118. By reason of the foregoing, Defendants, jointly, severally, and/or in the alternative, are liable to the Plaintiff for compensatory damages, for punitive damages, together with interest and costs.

119. As a result of the foregoing, Plaintiff has been damaged in a sum that exceeds the jurisdictional limits of all lower courts that would otherwise have jurisdiction.

AS AND FOR A THIRD CAUSE OF ACTION
(Breach of Fiduciary Duty)

120. Plaintiff repeats, reiterates and realleges each and every allegation contained in paragraphs "1" through "119" inclusive, with the same force and effect as though more fully set forth herein at length.

121. Through his positions at the ROCKEFELLER UNIVERSITY HOSPITAL, DR. ARCHIBALD was put in direct contact with Plaintiff, then a minor, to provide competent medical care and treatment. It was under these circumstances that Plaintiff came to be under the direction and control of DR. ARCHIBALD, who used his position of authority and trust over Plaintiff to sexually abuse and harass him.

122. There exists a fiduciary relationship of trust, confidence, and reliance between Plaintiff and ROCKEFELLER UNIVERSITY HOSPITAL herein.

123. Pursuant to their fiduciary relationship, ROCKEFELLER UNIVERSITY HOSPITAL entrusted with the well-being, care and safety of Plaintiff.

124. Pursuant to their fiduciary relationship, Defendant assumed a duty to act in the best interests of Plaintiff.

125. Defendant ROCKEFELLER UNIVERSITY HOSPITAL breached their fiduciary duties to Plaintiff.

126. At all times material hereto, Defendant's actions and/or inactions were willful, wanton, malicious, reckless, and outrageous in their disregard for the rights and safety of Plaintiff.

127. As a direct result of said conduct, Plaintiff has suffered injuries and damages described herein.

128. By reason of the foregoing, Defendant ROCKEFELLER UNIVERSITY HOSPITAL, jointly, severally, and/or in the alternative, are liable to Plaintiff for compensatory damages, and for punitive damages, together with interest and costs.

129. As a result of the foregoing, Plaintiff has been damaged in a sum that exceeds the jurisdictional limits of all lower courts that would otherwise have jurisdiction.

AS AND FOR A FOURTH CAUSE OF ACTION
(Negligent Infliction of Emotional Distress)

130. Plaintiff repeats, reiterates and realleges each and every allegation contained in paragraphs designated “1” through “129” with the same force and effect as if fully and at length set forth herein.

131. As described aforesaid, the actions of Defendant ROCKEFELLER UNIVERSITY HOSPITAL, its predecessors and/or successors, agents, servants and/or employees were conducted in a negligent and/or grossly negligent manner.

132. Defendant’s actions endangered Plaintiff’s safety and caused him to fear for his own safety.

133. As a direct and proximate result of Defendant ROCKEFELLER UNIVERSITY HOSPITAL’s actions, which included but were not limited to, negligent and/or grossly negligent conduct, Plaintiff suffered the severe injuries and damages described herein, including but not limited to, mental and emotional distress.

134. By reason of the foregoing, Defendant is liable to Plaintiff for compensatory damages, and for punitive damages, together with interest and costs.

135. As a result of the foregoing, Plaintiff has been damaged in a sum that exceeds the jurisdictional limits of all lower courts that would otherwise have jurisdiction.

AS AND FOR A FOURTH CAUSE OF ACTION
(Breach of Statutory Duty to Report Abuse Under Soc. Ser. Law §413, 420)

136. Plaintiff repeats, reiterates and realleges each and every allegation contained in paragraphs designated “1” through “135” with the same force and effect as if fully and at length set forth herein.

137. Pursuant to N.Y. Soc. Serv. Law §§413 and 420, Defendant had a statutorily imposed duty to report reasonable suspicion of abuse of children in their care.

138. Defendant breached its duty by knowingly and willfully failing to report reasonable suspicion

of abuse by DR. ARCHIBALD of children in their care.

139. As a direct and/or indirect result of said conduct, Plaintiff has suffered injuries and damages described herein.

140. By reason of the foregoing, Defendant is liable to Plaintiff for compensatory damages, and for punitive damages, together with interest and costs.

141. As a result of the foregoing, Plaintiff has been damaged in a sum that exceeds the jurisdictional limits of all lower courts that would otherwise have jurisdiction.

WHEREFORE, Plaintiff demands judgment against Defendant ROCKEFELLER UNIVERSITY HOSPITAL on each cause of action as follows:

- A. Awarding compensatory damages in an amount to be proved at trial, but not less than \$50 million;
- B. Awarding punitive damages to the extent permitted by law, in the amount of \$250 million;
- C. Awarding prejudgment interest to the extent permitted by law;
- D. Awarding costs and fees of this action, including attorneys' fees, to the extent permitted by law; and
- E. Awarding such other and further relief as to this Court may seem just and proper.

Dated: New York, New York
August 19, 2019

Yours, etc.,

/s/ JAMES COSTO
JAMES COSTO, ESQ
11 Park Place, Ste. 1100
New York, New York 10007
646.543.0406

ATTORNEY'S VERIFICATION

JAMES COSTO, ESQ., affirms the following under penalties of perjury:

That I am the attorney for plaintiff herein. That I have read the foregoing Summons and Verified Complaint and know the contents thereof. That the same is true to my own knowledge except as to the matters stated, to be alleged upon information and belief, and as to those matters I believe them to be true. Deponent further says that the source of this information and the grounds of these beliefs as to all the matters herein not stated upon knowledge are: correspondence and conversations had with plaintiff and other pertinent data relating thereto. Deponent further says that the reason why this verification is made by deponent and not by said plaintiff is that said plaintiff is currently outside of the County of New York, the County wherein deponent has his office.

Dated: New York, New York
August 19, 2019

/S/ JAMES COSTO
JAMES COSTO, ESQ.